

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

9866

FILE: B-193016

DATE: April 19, 1979

MATTER OF: Uni-Con Floors, Inc.

[Protest of IFB Cancellation]

DLC 00071

DIGEST:

Invitation for bids for housing repair work was ambiguous because bid form only provided for single lump sum bid covering all work but drawing in bid package included requirement that two repair items be bid on unit basis. Since bidders were confused, one bidding just lump sum and others bidding separate unit prices, cancellation of invitation was proper.

Uni-Con Floors, Inc. (UCF) protests the cancellation of IFB N62472-78-B-0155 by the Naval Facilities Engineering Command and argues that it should have received the award under this IFB as the low responsive bidder.

The IFB which was issued on August 21, 1978, called for bids for repairs of Naval family housing units. The bid form provided for a single lump sum bid for all the specified repair work. However, one of the drawings included in the bid package contained a note which required:

"2 Step repair shall be bid on a unit basis

* * * * *

"4 Closure joists and sill replacement shall be bid on a linear foot basis"

Prior to the September 20 opening date UCF complained to the contracting officer that the IFB lacked a provision for bidding on the two items listed in the drawing note. The contracting officer took no action on UCF's complaint.

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Three bids were received. UCF stated in its bid that its lump sum bid of \$500,000 did not include the two repair items listed in the note, which were listed on a separate sheet. The other two bids of \$184,000 and \$287,000 contained no reference to the note repair items; however, one of the bidders did submit a price list for these items in response to the Navy's request for confirmation of its bid.

UCF then filed a protest with this Office alleging that it should receive the award as it had submitted the only responsive bid. As a result of this initial protest the Navy determined that the bidders had been misled by the failure of the IFB to provide for bids for all work items. Consequently the Navy canceled the IFB.

UCF objects to the cancellation because it resulted from the Navy's lack of understanding of its IFB and its refusal to take corrective action before bid opening. Further, UCF contends the cancellation will give bidders a chance to change their prices after having seen the bid prices submitted under the initial IFB.

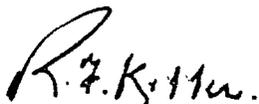
Generally, we will not question the authority of the contracting officer to reject all bids and readvertise when a compelling reason to do so exists. Halifax Engineering, Incorporated, B-190405, March 7, 1978, 78-1 CPD 178. In cases where there is an ambiguity in an IFB and that ambiguity affects the bidding we have held that a compelling reason to cancel that IFB exists. Truland Corporation, B-190242, March 8, 1978, 78-1 CPD 183.

In this case the IFB package was ambiguous in that it requested a single lump sum bid for all the work in the bid form while containing a drawing with a note which indicated that unit prices should be bid on two repair items. There was no place provided on the bid form for these unit prices. As a result, one company bid a single price; another bid one price with a letter indicating that the price in the bid

schedule did not cover the unit price items and containing a bid for those items; and another bid one price, but submitted a similar letter after bid opening containing prices for the unit items.

Although the Navy {could have avoided this protest and the exposure of the bid prices had it heeded UCF's initial warnings, under the circumstances which existed after bid opening the cancellation of the IFB was proper.)

The protest is denied.



Deputy Comptroller General
of the United States